

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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KEVIN ROTKISKE,

Plaintiff,

vs.

PAUL KLEMM, ESQ.; NUDELMAN,  
KLEMM & GOLUB, P.C.; NUDELMAN,  
NUDELMAN & ZIERING, P.C.; and  
KLEMM & ASSOCIATES,

Defendants.

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PHILADELPHIA DIVISION

CIVIL ACTION

CASE #: 15-03638-GP

**Hon. Gene E.K. Pratter, U.S.D.J.**

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**CERTIFICATION OF PAUL KLEMM, ESQ.  
IN SUPPORT OF MOTION TO DISMISS**

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I, Paul Klemm, Esq., being of full age and duly sworn according to law, upon my oath, depose and certify as follows:

1. I am a duly licensed attorney at law who is admitted to practice in several jurisdictions, including the Commonwealth of Pennsylvania.

2. Until late 2008, I was the managing attorney of Klemm & Associates (“K&A”), a retail collection firm located in Hoboken, New Jersey.

3. Thereafter, I accepted a position as managing partner of Nudelman, Nudelman & Ziering, P.C. (“NNZ”), which was subsequently renamed Nudelman, Klemm & Golub, P.C. (“NKG”).

4. As such, I am fully familiar with, and have personal knowledge of, the books and records of K&A, NNZ, and NKG. With specific regards to the matter at hand, I am fully familiar with, and have personal knowledge of, the Kevin Rotkiskie file, which was originally placed with K&A, and then transferred to NNZ-NKG.

5. Sometime in or around 2003, Plaintiff obtained a credit card from Capital One Bank (USA), N.A. (hereinafter “Capital One”). (*See* Plaintiff’s First Amended Complaint at ¶ 6.)

6. Plaintiff ultimately breached his agreement with Capital One by failing to make the monthly minimum payments—a fact Plaintiff openly admits in the First Amended Complaint (“complaint”). (*Id.*)

7. As such, Capital One retained the law firm of K&A to collect the balance due on the defaulted account.

8. According to Capital One’s records which were placed with K&A, Plaintiff had not made a payment since August 23, 2005, and the account was subsequently “charged-off” on April 13, 2006.

9. On March 14, 2008, K&A filed suit in the Philadelphia Municipal Court under docket number SC-08-03-14-5522 (the “first collection suit”).

10. The municipal court’s website reflects an affidavit of service stating that Plaintiff was personally served, but likewise contains a letter purportedly written by a third party stating that Plaintiff did not reside at the address where service was effectuated.

11. On May 14, 2008, the first collection suit was withdrawn without prejudice.

12. Despite Plaintiff’s claim that the lawsuit was withdrawn because Plaintiff could not be located, the K&A file does not state the reason why the suit was withdrawn—nor, for that matter,

does the court's website clarify whether it was withdrawn based on K&A's request, or whether it was withdrawn *sua sponte* by the court.

13. Shortly thereafter, as noted above, I accepted a position as managing partner of NNZ, which was subsequently renamed NKG.

14. Accordingly, all of the K&A files were moved to NNZ, and this is relevant to the matter at hand because some of the data was initially unable to be transferred, due to the fact that the two firms had different software programs.

15. Consequently, if an NNZ employee opened certain former K&A files, there might be limited information—or even no information—as to what happened to the file when it was with K&A.

16. In the matter at hand, after the transfer to NNZ, Plaintiff's file correctly noted that there was no judgment in place and that there was no lawsuit pending, but it did not—and still, to this day, does not—contain any information about the previously-withdrawn collection suit.

17. Had the file contained this information, NNZ still may have filed suit and requested service at the same address again, since the aforementioned third party letter is not definitive proof that Plaintiff was not properly served.

18. Ideally, though, NNZ would have preferred to investigate the matter further before filing a second lawsuit.

19. However, since the file did not contain any information about the first collection suit, on January 6, 2009, NNZ filed suit in the Philadelphia Municipal Court under docket number SC-09-01-06-3327 (the “second collection suit”). (*See Exhibit A.*)

20. Accordingly, the filing of the second collection suit, and requesting service at the same address was, at worst, a good faith mistake, and there was no ill intent and/or nefarious motives for doing so.

21. On or about January 21, 2009, NNZ had no reason to know it had made a potential mistake because the affidavit of service reflected that service had been properly effectuated. (*See* Exhibit B.)

22. In fact, NNZ-NKG had no reason to know it made a potential mistake at any point in time after January 21, 2009, because the file nowhere reflects that there was any issue and/or problem with service of process—and Defendants had no idea Plaintiff was making this claim until he filed the instant federal lawsuit.

23. In any event, since no notice of defense was filed, on March 5, 2009, the court in the second collection suit entered default judgment against Plaintiff in the amount of \$1,182.39. (*See* Exhibit C.)

24. This judgment remains open and outstanding, and the NNZ-NKG file shows that Plaintiff has failed to make a single payment since before the account was opened by K&A.

25. The post-judgment collection efforts attempted on this file were minimal: On or about May 24, 2010, NKG mailed a letter to Plaintiff notifying him of the judgment, and on February 23, 2012, NKG left a voicemail for Plaintiff.

26. No defendant has made a single collection effort on Plaintiff's file since the aforementioned voicemail message on February 23, 2012.

27. On or about June 29, 2015—over six years after the judgment was entered and over three years after the last collection effort took place—Plaintiff initiated the instant action against

Defendants, alleging that the default judgment obtained in the second collection suit violates the FDCPA. (*See* Plaintiff's Complaint; Plaintiff's First Amended Complaint.)

28. However, for the reasons set forth in the enclosed memorandum of law, it is Defendants' position that the complaint is without merit. As such, Defendants respectfully request that the Court grant the instant motion to dismiss.

29. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
(*Signature*)

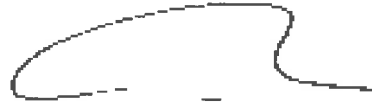
\_\_\_\_\_  
(*Printed Name*)

Defendants, alleging that the default judgment obtained in the second collection suit violates the FDCPA. (*See Plaintiff's Complaint; Plaintiff's First Amended Complaint.*)

28. However, for the reasons set forth in the enclosed memorandum of law, it is Defendants' position that the complaint is without merit. As such, Defendants respectfully request that the Court grant the instant motion to dismiss.

29. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: 10 / 29, 2015

By:   
(Signature)  
Paul Klemm  
(Printed Name)

## EXHIBIT A



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Louis J. Presenza, President Judge

Patricia R. McDermott, Deputy Court Administrator

**STATEMENT OF CLAIM**

**Code:** Consumer Purchase - (4)

**#** SC-09-01-06-3327

Capital One Bank, N.A.  
c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle  
Rock Avenue  
Roseland, NJ 07068

*Plaintiff*

KEVIN C ROTKISKE  
733 NORTH 17TH STREET APARTMENT 2N  
PHILADELPHIA, PA 19130

*Defendant(s)*

**Service Address (information) if other than above:**

**To the Defendant: Plaintiff is seeking a money judgment against the Defendant(s) based on the following claim:**

At the special insistence and request of the Defendant, Defendant was issued a credit card by Plaintiff, account number 5178052442936445. The Defendant is responsible for an unpaid balance in the amount of \$867.75 and interest in the amount of \$250.14. A copy of the statement(s) is/are attached as Exhibit "A". The Defendant is liable to the Plaintiff, CAPITAL ONE BANK USA NA in the amount of \$1,117.89. Defendant is also liable to Plaintiff for collection costs and / or attorney fees. Plaintiff has made demand to Defendant for said balance due, but Defendant has willfully failed and/or refused to reimburse Plaintiff for the aforesaid sum due.

**Summons to the Defendant**

You are hereby ordered to appear at a hearing scheduled as follows:

**Citation al Demandado**

Por la presenta, Usted esta dirijido a presentarse a la siguiente:

34 South 11th Street  
Philadelphia, PA 19107  
Hearing Room: 4A

March 5th, 2009

01:00 PM

**Amount Claimed**

Principal	\$	867.75
Interest	\$	250.14
Attorney Fees	\$	0.00
Other Fees	\$	0.00
<b>Subtotal</b>	\$	<u>1117.89</u>
Service	\$	27.00
State Fee	\$	10.00
Automation Fee	\$	5.50
Court Costs	\$	22.00
<b>TOTAL CLAIMED</b>	\$	<u>1182.39</u>

Date Filed: 01/06/2009

I, the undersigned, verify and depose that the facts set forth in this Complaint are true and correct and acknowledge that I am subject to the penalties of 18 P.S. 4904 relating to Unsworn Falsification Authorities.

Paul KLEMM

**Address &  
Phone**

425 Eagle Rock Avenue  
Roseland, NJ 07068  
973-618-0000

**Signature Plaintiff/Attorney**  
Atty ID #: 092125

**NOTICE TO THE DEFENDANT, YOU HAVE BEEN  
SUED IN COURT. PLEASE SEE ATTACHED NOTICES.**

**AVISO AL DEMANDADO LE HAN DEMANDADO EN  
CORTE. VEA POR FAVOR LOS AVISOS ASOCIADOS.**

If you wish to resolve this matter without appearing in court, please contact the attorney shown above immediately.

## WHAT TO DO AFTER GETTING A MONEY JUDGMENT

You have been given judgment in the amount of \$ \_\_\_\_\_ plus costs. The other party has thirty (30) days to appeal from this judgment.

If there is no appeal, and if you have not received payment, you may then have the Sheriff execute on the judgment. To do so, go to the 5<sup>th</sup> Floor, 34 South 11<sup>th</sup> Street, Room 580, with your copy of the Statement of Claim. To execute means that you are asking the Sheriff to sell the property or personal goods of the defendant to satisfy your claim. The cost of execution is a minimum of \$84.00.

You must wait until after the thirty (30) day appeal has run before you can execute; i.e., the 31<sup>st</sup> day. If the 30<sup>th</sup> day falls on a Saturday, Sunday or holiday, you must wait an extra working day. (for example, if the 30<sup>th</sup> day falls on Sunday, you must wait until Tuesday).

If and when you receive payment of your claim from the defendant, you are required under penalty of law to sign and give to the defendant for filing with the Prothonotary the attached **Order to Satisfy**. The Judgments and Petitions Unit is located in Room 580, 34 South 11<sup>th</sup> Street, Philadelphia, PA 19107.

Remember, after the appeal period has expired you may institute execution proceedings to enforce payment of your judgment. However, you are cautioned that the Sheriff can only levy upon and sell property or personal goods owned by the defendant or defendants in PHILADELPHIA County. You should make every effort to determine what assets the defendant owns and the exact location of those assets before proceeding with the execution process.

If your judgment arises from a motor vehicle accident and you do not receive payment within 60 days, you may file this judgment with the **Bureau of Traffic Safety** in Harrisburg. To initiate this procedure you must go to Room 271 City Hall, where you will be assisted in this endeavor. The cost of this certification is \$27.00.

If your judgment is not forthcoming, please refer to the pamphlet Tips on How to Collect Your Money Judgment that you receive in Court. If necessary, you may contact the **Lawyer Referral & Information Service**, 11<sup>th</sup> Floor, 1101 Market Street, Philadelphia, PA 19107 (215-238-6333).

**PLEASE BRING THIS FORM WITH YOU WITH YOUR COPY OF THE CLAIM.**



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF HEARING, WHICHEVER IS LATER.



LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICAN WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESSIBLE A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECIESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONO 215-686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES, DEBE LAMAR POR LOS MENOS TRES DIAS DE TRABAJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN O QUE OCURRA PRIMERO.



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Louis J. Presenza, President Judge

Patricia R. McDermott, Deputy Court Administrator

# SC-09-01-06-3327

Capital One Bank, N.A.  
c/o Nudelman, Nudelman & Ziering, P.C.  
425 Eagle Rock Avenue  
Roseland, NJ 07068

*Plaintiff*

KEVIN C ROTKISKE  
733 NORTH 17TH STREET APARTMENT 2N  
PHILADELPHIA, PA 19130

*Defendant(s)*

**IMPORTANT NOTICE TO ALL PARTIES**



**THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST (3) THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN (3) THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING, WHICHEVER IS LATER.**

**NOTA IMPORTANTE PARA TODO PERSONAS**



**LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICANS WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESIBLE. A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONE 215-686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES, DEBE LAMAR POR LO MENOS TRES DIAS DE TRABJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN O QUE OCURRA PRIMERO.**



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

**WHAT TO DO IF YOU RECEIVE A NOTICE (STATEMENT OF CLAIM) THAT  
YOU ARE BEING SUED IN SMALL CLAIMS COURT**

1. **Read and understand the Statement of Claim.** You are the **Defendant**; the person, group or corporation suing you is the **Plaintiff**. If after reading the Statement of Claim you feel you are in the right, then:
2. Gather all pertinent documents to present your defense; that is, letters, cancelled checks, bills of sale, letters of notification, account books, and paid bill receipts. Also notify any witnesses you want to speak on your behalf at the hearing.
3. You as an individual are not required to have an attorney represent you. Only corporations and unincorporated associations in cases in excess of \$2,500.00 must be represented by an attorney. In cases of \$2,500.00 or less, a corporation or unincorporated association may be represented by an officer who has documentation of such status.
4. **PLAN TO ATTEND THE HEARING** to present your defense and any counterclaims (that is, your claim against the plaintiff to offset his/her claim against you). If you have a counterclaim, call 215-686-7987 for further information. **In most cases, if the defendant does not appear, the judge will decide in favor of the person who is suing.** That is called a **Default Judgment**. (Check the Statement of Claim for location, date, and time for the hearing).
5. **Notice to Defend** – If your copy of the complaint has a Notice to Defend form attached to it, and you plan to attend the hearing and present your defense, you should do the following: (1) fill out both copies of the form and put one in the attached self-addressed and stamped envelope and mail it; and (2) bring the other copy with you when you attend the hearing. If you fail to do the above and attend your hearing, your case may be continued. If you comply with the above and the plaintiff fails to appear at the hearing, a judgment shall be entered in your favor.
6. If you admit the claim and want to settle as soon as possible, notify the plaintiff immediately. If you admit the claim but need time to pay the money owed, you must appear in person on the day set for the hearing, state to the Court that you need time to pay, and your reasons.

**IF THERE IS ANYTHING ON THE STATEMENT OF CLAIM THAT YOU DO NOT UNDERSTAND, FEEL FREE TO NOTIFY THE SMALL CLAIMS COURT OFFICE, ROOM 500, 34 SOUTH 11<sup>TH</sup> STREET, PHILADELPHIA, PA 19107, 9:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY. If you have a disability and require assistance in order to participate in a Municipal Court proceeding, please contact us at 215-686-7986.**

**AT THE HEARING**

The courtroom procedure is simple and informal. You should appear in Court in the designated room on the time and date specified. Bring the copy of the complaint with you plus all documents for your defense. Be certain to check carefully the courtroom to which your case is assigned and go to the proper room. The proceedings begin with a roll call of cases to be heard during that session.

As each case is called, the parties involved step forward and are sworn in. At this point, plaintiff and defendant merely tell their stories in plain language to the Judge. After hearing both sides, the Judge will make a decision.

When you state your case:

Give the facts clearly. Present pertinent documents and witnesses. Stay calm, do not get excited.

**IF YOU WIN** (the judgment or final order is in your favor), the plaintiff has 30 days to appeal.

**IF YOU LOSE**

1. You can appeal within 30 days by filing a Notice of Appeal in Room 280 City Hall, a copy of which must be filed **immediately** in Room 540, 34 S. 11<sup>th</sup> Street, Philadelphia, PA 19107. Be prepared to get a lawyer at this point, however, because the case will go to the Court of Common Pleas with more stringent rules to be followed. **OR**
2. You must satisfy the judgment, that is, do as the judge ordered within 30 days.

**AFTER THE HEARING**

**TO SATISFY THE JUDGMENT**

1. The Plaintiff must sign and give you an ORDER TO SATISFY, which you must file with the Prothonotary within ~~thirty days after the payment~~. This ORDER is a document to prove that he/she has been paid and it is necessary to remove the judgment from the record. You should retain a copy for your records.

**IF YOU DO NOT APPEAL AND REFUSE TO PAY THE JUDGMENT WITHIN 30 DAYS**

1. The plaintiff may execute on the judgment. This means that the plaintiff takes action through the Sheriff's Office. The Sheriff may put a levy on your property, which means he can list your personal belongings to be sold at auction at a Sheriff's Sale in order to pay off the judgment. If the plaintiff resorts to this, you will have to pay the Sheriff's costs along with the monies owed. You will be advised that your goods may be sold if you do not satisfy plaintiff within 15 days.
2. The plaintiff can also try to collect from your bank account.

\*\*\*\*\*

**REMEMBER**

- Read and understand the STATEMENT OF CLAIM.
- You do not need a lawyer in Municipal Court – unless you are a Corporation or Unincorporated Association, and your case is for more than \$2,500.00. **ATTEND THE HEARING** to avoid a default judgment – and to tell your side of the story.
- If you lose, you can appeal to the Court of Common Pleas within 30 days.
- Small Claims Court begins promptly at the time specified on the front of this complaint. Be certain to allow yourself sufficient time to arrive at Court on time.
- If you have any questions, call or visit the Small Claims Court Office.

Small Claims Court  
A Division of Municipal Court  
Room 500, 34 South 11<sup>th</sup> Street  
Philadelphia, PA 19107  
Monday through Friday  
(215)686-7987 (215)686-7988

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**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

MAY 12 - JUN 11, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$300.02
Finance Charges	\$0.00
<b>New Balance</b>	<b>\$300.02</b>
Minimum Amount Due	\$15.00
Payment Due Date	July 10, 2004
Total Credit Line	\$500
Total Available Credit	\$199.98
Credit Line for Cash	\$500
Available Credit for Cash	\$199.98

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

**Transactions**

1	09 JUN	ACME MARKETS 7710 S1T AMBLER PA	\$32.02
2	09 JUN	AMTRAK RSCC WASHINGTON DC TICKET#:1611346120606 DEPARTING:06-09-2004	229.00
3	11 JUN	CAPITAL ONE MEMBER FEE	39.00

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.000000%	.00%	\$0.00
CASH	\$0.00	.05452% P	19.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 5178052442936445 11 0300020000000015008

New Balance	\$300.02
Minimum Amount Due	\$15.00
Payment Due Date	July 10, 2004

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



026980



#9016499534799512# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

peoplepc<sup>™</sup> online  
KEVIN C. ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712  
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C604

### 1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3 mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending the month of January, April, July and October.

c. If the code D (Prime), F (1 mo. LIBOR) or G (3 mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, activation fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

### 7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non credit card accounts

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Capital One O11GLBAK

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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**\$4.97\***  
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Mention Offer Code: CORAL  
Or visit [www.peoplepc.com/go/coral](http://www.peoplepc.com/go/coral)

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- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

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## Capital One®

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

JUN 12 - JUL 11, 2004  
Page 1 of 1

### Account Summary

Previous Balance	\$300.02
Payments, Credits and Adjustments	\$0.00
Transactions	\$225.49
Finance Charges	\$0.00
<b>New Balance</b>	<b>\$525.51</b>
Minimum Amount Due	\$30.00
Payment Due Date	August 11, 2004
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

### Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

### Transactions

1	10 JUN	TEXACO INC 91002586080 HATFIELD PA	\$26.59
2	11 JUN	WAL MART HATFIELD PA	45.22
3	15 JUN	HMS HOST-ORD AIRPT #83 CHICAGO IL	12.70
4	15 JUN	EXXONMOBIL 59 01241355 DES PLAI IL	18.74
5	16 JUN	TEXACO INC 91002586080 HATFIELD PA	6.85
6	17 JUN	TEXACO INC 91002586080 HATFIELD PA	21.54
7	17 JUN	WAWA, INC. #043 AMBLER PA	40.42
8	20 JUN	COSI #20 Q9 PHILADELPHIA PA	10.75
9	20 JUN	SUNOCO PHILADELPHIA PA	7.64
10	26 JUN	MALS AMERICAN DINER SKIPPACK PA	6.04
11	11 JUL	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 07/11/2004 because your minimum payment was not received by the due date of 07/10/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$474.40	.009000%	.00%	\$0.00
CASH	\$0.00	.054528% P	19.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One®

00000000 0 5178052442936445 11 05255100000000300008

New Balance **\$525.51**  
Minimum Amount Due **\$30.00**  
Payment Due Date **August 11, 2004**  
Total enclosed \$   
Account Number: **5178-0524-4293-6445**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



028111



#9019399534799511# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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Or visit [www.peoplepc.com/go/coral](http://www.peoplepc.com/go/coral)

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For questions, call toll-free at 1-888-5TRYNOW.

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**1. How To Avoid A Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

**b. Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that your Account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

**d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.**

**3. Annual Percentage Rates (APR).**

**a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**

**b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**

**c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

**4. Assessment of Late, Overlimit and Returned Payment Fees.**

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**†, ‡ Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.


**† Does not apply to consumer non credit card accounts**

**‡ Does not apply to business non credit card accounts**

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



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## Capital One

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

JUL 12 - AUG 11, 2004  
Page 1 of 1

### Account Summary

Previous Balance	\$525.51
Payments, Credits and Adjustments	\$30.00
Transactions	\$4.76
Finance Charges	\$0.00
<b>New Balance</b>	<b>\$500.27</b>
Minimum Amount Due	\$15.00
Payment Due Date	September 11, 2004
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

### Payments, Credits and Adjustments

1	16 JUL	ELECTRONIC PAYMENT	\$30.00
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### Transactions

2	25 JUL	EXXONMOBIL26 09675Q19 PLYMOUTH PA	\$4.76
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### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$502.14	.00000%	.00%	\$0.00
CASH	\$0.00	.05-15.2% P	19.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One

00000000 0 5178052442936445 11 0500270030000015001

New Balance \$500.27  
Minimum Amount Due \$15.00  
Payment Due Date September 11, 2004

Total enclosed \$

Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



025367



#9022599534799511# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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KEVIN C ROTKISKE

132 N MAIN ST

ABINGDON, MD 21810

1-800-778-1207

1-800-778-1207

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SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: JADE

Or visit [www.peoplepc.com/go/jade](http://www.peoplepc.com/go/jade)

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For questions, call toll-free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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#### 1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

#### 2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

#### 3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

#### 4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fee without prior notification to you without waiving our right to assess the same or similar fees at a later time.

#### 5. Renewing Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### 1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

## VITAMINS DESIGNED FOR ADULT WOMEN!

**\$16.33  
VALUE**

## Advanced Multi Formula For Women!

Try new WOMEN'S MULTI-PLUS

**FREE GIFT**

Especially for Capital One® Cardholders

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For Fast Delivery of your 30-day supply, call

**1-800-557-2520**

or complete the back of this certificate today.

These statements have not been evaluated by the Food and Drug Administration.  
This product is not intended to diagnose, treat, cure or prevent any disease.



**WOMEN'S MULTI-PLUS – High Potency**  
A well-rounded formula designed for a woman's body. All natural and 100% vegetarian.

**40 Ingredients for your health and wellness.**  
Women's Multi-Plus is formulated with:

- Vitamins A, C, D, E, K
- Thiamin
- Riboflavin
- Vitamins B-6, B-12
- Folate
- Biotin
- Selenium
- Lutein
- Chromium
- Chasteberry
- Black Cohosh
- Ostivone®
- Novasoy®

(Ask about Men's Multi-Plus)

**PLUS** get a **FREE** supply  
of **NATURAL E**  
with every shipment  
**BONUS**

**Capital One®**

PLATINUM MASTERCARD ACCOUNT

5178-0524-4293-6445

AUG 12 - SEP 11, 2004

Page 1 of 2

**Account Summary**

Previous Balance	\$500.27
Payments, Credits and Adjustments	\$100.00
Transactions	\$140.35
Finance Charges	\$5.48
<b>New Balance</b>	<b>\$546.10</b>
Minimum Amount Due	\$46.10
Payment Due Date	October 11, 2004
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

1	16 AUG	ELECTRONIC PAYMENT	\$100.00-
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**Transactions**

2	21 AUG	APPLEBEE'S MON30434146 NORTH WALES PA	\$38.34
3	22 AUG	CASH ADV. TION/161-163 PHILADELPHIA PA	41.50
4	22 AUG	KINKO'S #1217 PHILADELPHIA PA	.29
5	22 AUG	BRIDGET FOY'S PHILADELPHIA PA	31.22
6	24 AUG	OVERLIMIT FEE	29.00
7	11 SEP	CASH ADVANCE FEE - FINANCE CHARGE	5.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-1187 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005.

**Important Account Information**

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to [www.everyvotecounts2004.com](http://www.everyvotecounts2004.com) to make sure your voice is heard. Every vote counts!

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$479.50	.00000%	.00%	\$0.00
CASH	\$28.26	.05452% P	19.90%	\$4.48

ANNUAL PERCENTAGE RATE applied this period

12.62%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One®**

0000000 0 5178052442936445 11 0546100100000046102

New Balance	\$546.10
Minimum Amount Due	\$46.10
Payment Due Date	October 11, 2004

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



025754



#9025699534799516# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

# **A FREE 30-DAY SUPPLY of WOMEN'S MULTI (a \$16.33 value)** **AND A BONUS BOTTLE OF VITAMIN E WITH EVERY SHIPMENT**

Yes, please enroll me as a 30-day trial member in General Vitamin's Vitamin Program and send me at no charge or obligation, my free 30-day supply of Women's Multi-Plus. I understand that unless I cancel during the trial period, I will receive a 90-day supply of the same product every three months for \$49 plus \$4.95 shipping and handling. This amount will be billed to the purchase segment of my Capital One® credit card account. I understand that accepting my gift does not obligate me to continue and I may cancel my membership at any time by calling General Vitamin at 1-800-323-8482. In any case, I may keep the 30-day supply as a gift.

Redeemable exclusively by: KEVIN C ROTKISKE  
 132 N MAIN ST  
 AMBLER PA 19002-5712

Account No. 5178052442936445

Expires \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Cardholder Signature X

(Valid only with full signature). I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to General Vitamin, Inc., which provides this product. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. General Vitamin, Inc. is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee and is not affiliated with any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By accepting this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer. If you wish to purchase using another credit card, please call 1-800-557-2620.

For fast delivery, sign and enclose this certificate in your Capital One card remittance envelope.



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## **1. How To Avoid A Finance Charge.**

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
- Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## **2. Average Daily Balance (Including New Purchases).**

- Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

- Annual Percentage Rates (APR).** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
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- If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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## **BILLING RIGHTS SUMMARY**

(In Case Of Errors Or Questions About Your Bill)  
 If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## **† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



Good credit is priceless.

*Payment Protection from Capital One® makes protecting it affordable!*

Call toll free **1-888-527-3014** to enroll now or  
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code 73Y-13

**Affordable credit protection  
designed with you in mind**

Your minimum monthly payment  
will be paid—including the monthly  
charge for Payment Protection

Late and overlimit  
fees may be waived

You can use your Capital One  
card even while benefit payments  
are being made!

Dear KEVIN C ROTKISKE,

Page 2 of 2

You made a smart move when you signed up for your Capital One® credit card.  
And now we're giving you the opportunity to make yet another smart move:

**Safeguarding your credit is affordable with Payment Protection.**

Protecting your credit rating has never been more affordable. Capital One brings  
you credit protection at a price that helps you meet your financial needs.

The Capital One Payment Protection Program **pays the minimum monthly  
payment** you owe on your eligible balance, for up to 12 months, **if you lose a job**  
involuntarily or become **temporarily disabled** due to an accident or illness. Plus, in the  
**event of death** or permanent total disability, Payment Protection will pay off the eligible  
balance on your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement balance.  
For example, if your balance is \$200, the cost for the month is only \$1.78. If it is  
zero, there's no cost to you at all. **And there are no hidden fees.**

Over 5 million Capital One customers safeguard their credit with Payment  
Protection. To join them, just sign and return your attached Enrollment Form in  
the provided Capital One credit card payment envelope. You will receive your  
Payment Protection Addendum, including complete plan terms and conditions,  
in about two weeks.

Protect your credit and enjoy peace of mind – enroll in Payment Protection today.

Sincerely,

J. Alan Berson  
Senior Vice President, Capital One

Thank you for choosing

**Capital One®**

Customer Relations:  
(800) 955-7070  
www.capitalone.com

P.S. The power of Payment Protection has never been more affordable. Enroll  
now to protect your Capital One account!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

201231

201231

**Payment Protection Enrollment Form**

Key Code: 73Y-13  
File Code: 13CAPVR

KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712

Account # 5178-0524-4293-6445

☐ **YES!** I want the peace of mind that comes with Payment  
Protection. By signing below, I authorize you to enroll me in this  
program to safeguard my current Capital One® account. I understand  
that by enrolling, I will be charged \$0.89 per \$100 of my monthly  
statement balance, which will be billed to my Capital One credit card  
account. Please see reverse for Important Information.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

**IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION**

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance, for up to 12 months, if you become involuntarily unemployed or are unable to work due to temporary disability. It also pays the entire balance, up to \$10,000, in the event of your death or permanent total disability. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

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The Deal You've Been Waiting For...

**FREE MOTOROLA RAZR V3**

after rebate and 2-year service agreement

- > **FREE\* Wireless Camera Phone**
- > **BONUS Free Bluetooth® Headset (\$60 Value)**
- > **FREE Shipping & Handling**

 **cingular**  
raising the bar...

 **WIREFLY**  
The Wireless Superstore

**ACT NOW**  
Limited Time Offer  
for Capital One®  
Cardholders
**Capital One**
 PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

 SEP 12 - OCT 11, 2004  
Page 1 of 1
**Account Summary**

Previous Balance	\$546.10
Payments, Credits and Adjustments	\$101.00
Transactions	\$ .00
Finance Charges	\$ .78
<b>New Balance</b>	<b>\$445.88</b>
Minimum Amount Due	\$15.00
Payment Due Date	November 11, 2004
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$54.12</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$54.12</b>

**Payments, Credits and Adjustments**

1	05 OCT	Cap 1 ElectronicPhonePmt AuthDate 05-OCT	\$72.00-
2	05 OCT	OVERLIMIT FEE CREDIT	29.00-

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

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Richmond, VA 23276

 Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015
**Important Account Information**

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$477.19	.00000%	.00%	\$ .00
CASH	\$15.72	.05639% P	20.65%	\$ .78

**ANNUAL PERCENTAGE RATE applied this period****1.81%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 5178052442936445 11 0445880072000015004

New Balance	\$445.88
Minimum Amount Due	\$15.00
Payment Due Date	November 11, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
E-mail Address	@

 Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276


026578


 #9028699534799513# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712


Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

# FREE\* RAZR V3

after rebate and 2-year service agreement

## Motorola RAZR V3 phone includes:

- >Digital Zoom Camera
- >Bluetooth Capability
- >Built-in Speakerphone
- >Ultra-Thin Compact Design

## Cingular Wireless Plans include:

- >Unlimited Mobile to Mobile
  - >FREE Nationwide Long Distance
  - >No Roaming Charges
  - >Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

**X cingular**  
raising the bar.™

**WIREFLY.**  
The Wireless Superstore

\* Phone free after mail-in rebate. This offer is fulfilled by InPhonic Inc., an authorized dealer for Cingular Wireless. Offer subject to credit approval or deposit, and is available to customers activating a new line of service on a two year contract with Cingular Wireless. Not all US markets are served by Cingular Wireless. If you are not in a Cingular Wireless area you will receive another great offer from another major wireless company. Other restrictions apply, see full offer for details. Offer Expires November 30, 2005. Offer may vary. Cingular, the graphic icon, Rollover and FamilyTalk are registered trademarks of Cingular Wireless, LLC. Raising The Bar and the graphic icon are service marks of Cingular Wireless, LLC. Cingular Wireless and the Cingular Wireless logo are trademarks or registered trademarks of Cingular Wireless LLC. © 2005 Cingular Wireless, LLC. All rights reserved.

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245 7.....

### 1. How To Avoid A Finance Charge.

- † a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

### 2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

### 4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

### 5. Renewing Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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285/78M

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.



# Creditinform puts the power of managing your credit in your hands.

When it comes to achieving your financial goals, there are few things as important as your credit. As a Creditinform member, you can monitor the accuracy of your credit file with a personalized, easy-to-read credit report from Equifax, a leading credit reporting agency.

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I understand that Intersections Inc. cannot accept authorization from any other person other than the individual joining the service and confirm that I am requesting my own personal information and no other. I acknowledge that, to ensure continuous service, my membership will be automatically renewed at the current rate, unless I tell you to cancel. I understand that Intersections Inc. is authorized under contract with Equifax to serve the informational needs of consumers and assumes no liability for information contained in my credit file. I confirm that I am at least 18 years of age. Note: We cannot process your order without your authorization.

For inquiries about this product or if you wish to bill a different credit card, please call 1-866-226-3745. By responding to this offer, you may be communicating information about yourself to the company that provides this product—for example, that you are a Capital One customer. The Creditinform service is available to only one cardholder per account.



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### 1. How To Avoid A Finance Charge.

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5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, annual fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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26062M

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

NOV 12 - DEC 11, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$559.33
Payments, Credits and Adjustments	\$100.00
Transactions	\$98.44
Finance Charges	\$7.74
<b>New Balance</b>	<b>\$565.51</b>
Minimum Amount Due	\$65.51
Payment Due Date	January 11, 2005
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

**Important Account Information**

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

**Payments, Credits and Adjustments**

1	18 NOV	ELECTRONIC PAYMENT	\$100.00-
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**Transactions**

2	20 NOV	WIRELESS DIMENSIONS ME MELBOURNE FL	\$62.79
3	20 NOV	FOOD TOWN (CITGO) INDIALANTIC FL	6.65
4	22 NOV	OVERLIMIT FEE	29.00

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$402.15	.04288% P	15.65%	\$5.17
CASH	\$151.14	.05658% P	20.65%	\$2.57

**ANNUAL PERCENTAGE RATE applied this period** **17.02%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

00000000 0 5178052442936445 11 0565510100000065514

**New Balance** **\$565.51**  
**Minimum Amount Due** **\$65.51**  
**Payment Due Date** **January 11, 2005**

Total enclosed \$

Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



028047



#9034799534799513# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



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**1-888-587-9669**

Mention Offer Code: DOLLAR

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†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 6.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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2-5-15.....

**1. How To Avoid A Finance Charge.**

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the average daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the part of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

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**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

DEC 12, 2004 - JAN 11, 2005  
Page 1 of 1

**Account Summary**

Previous Balance	\$565.51
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$7.25
<b>New Balance</b>	<b>\$472.76</b>
Minimum Amount Due	\$15.00
Payment Due Date	February 11, 2005
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$27.24</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$27.24</b>

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

**Important Account Information**

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$344.21	.04425% P	16.15%	\$4.72
CASH	\$141.02	.05795% P	21.15%	\$2.53

ANNUAL PERCENTAGE RATE applied this period

17.59%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

00000000 0 5178052442936445 11 0472760100000015000

**New Balance** \$472.76  
**Minimum Amount Due** \$15.00  
**Payment Due Date** February 11, 2005  
**Total enclosed** \$   
**Account Number:** 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



026950



#9001299534799513# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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TODAY!**

**1-888-587-9669**

Mention Offer Code: **DIAMOND**  
Or visit [www.peoplepc.com/go/diamond](http://www.peoplepc.com/go/diamond)

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\*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

\*Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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**1. How To Avoid A Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

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**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

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**a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**

**b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**

**c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

**4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**†, ‡ Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.

**† Does not apply to consumer non-credit card accounts**

**‡ Does not apply to business non-credit card accounts**

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

**UNLIMITED INTERNET ACCESS**

**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

JAN 12 - FEB 11, 2005  
Page 1 of 2

**Account Summary**

Previous Balance	\$172.76
Payments, Credits and Adjustments	\$100.00
Transactions	\$159.93
Finance Charges	\$6.81
<b>New Balance</b>	<b>\$539.50</b>
Minimum Amount Due	\$39.50
Payment Due Date	March 11, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

1	19 JAN	ELECTRONIC PAYMENT	\$100.00-
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**Transactions**

2	15 JAN	TARGET 00014431 PHILADELPHIA PA	\$6.46
3	16 JAN	MUSEUM MARKET PHILADELPHIA PA	8.78
4	17 JAN	MUSEUM MARKET PHILADELPHIA PA	11.07
5	27 JAN	TLA VIDEO ART MUSEUM PHILADELPHIA PA	7.50
6	29 JAN	EXXONMOBIL75 04763959 KING OF PA	23.11
7	29 JAN	PALACE OF SWEETS QUAKERTOWN PA	8.39
8	07 FEB	HESS 38448 DOUGLASSVILLE PA	21.10
9	07 FEB	VICTORIA'S SECRET 0592 WYOMISSING PA	44.52
10	09 FEB	OVERLIMIT FEE	29.00

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$313.11	.04425% P	16.15%	\$4.30
CASH	\$139.71	.05795% P	21.15%	\$2.51

ANNUAL PERCENTAGE RATE applied this period **17.71%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 5178052442936445 11 0539500100000039502

New Balance	\$539.50
Minimum Amount Due	\$39.50
Payment Due Date	March 11, 2005

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



016095



#9004399534799518# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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\*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows9 browsers. PeoplePC Online Accelerated is not compatible with Windows95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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16396M  
2-456-B-0000

### 1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total daily finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending on the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this time, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

### 8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### BILLING RIGHTS SUMMARY

In Case Of Errors Or Questions About Your Bill:

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debt from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



Good credit is priceless.

*Payment Protection from Capital One® makes protecting it affordable!*

Call toll free **1-888-527-3014** to enroll now or  
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code **CWP-13**

**Affordable credit protection  
designed with you in mind.**

Your minimum monthly payment  
will be paid — including the monthly  
charge for Payment Protection.

Late and overlimit fees may be waived.

You can use your Capital One  
card even while benefit payments  
are being made!

**SPECIAL BONUS OFFER!**

When you enroll in Payment  
Protection, you'll automatically  
receive your **FREE** Pharmacy Gold  
Card, which entitles you to savings  
of up to 60% on prescription  
drugs at over 40,000 participating  
pharmacies nationwide.

*See reverse for more details.*

Dear KEVIN C ROTKISKE,

Page 2 of 2

You made a smart move when you signed up for your Capital One® credit card. And now we're giving you the opportunity to make yet another smart move:

**Safeguarding your credit is affordable with Payment Protection.**

Protecting your credit rating has never been more affordable. Capital One brings you credit protection at a price that helps you meet your financial needs. And when you enroll in Payment Protection, you'll automatically receive your **FREE** Pharmacy Gold Card, entitling you to a nationwide healthcare savings program (see sidebar).

The Capital One Payment Protection Program **pays the minimum monthly payment** you owe on your eligible balance for up to 12 months **if you lose a job** involuntarily or become **temporarily disabled** due to an accident or illness. Plus, in the **event of death** or permanent total disability, Payment Protection will pay off the eligible balance on your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement balance. For example, if your balance is \$200, the cost for the month is only \$1.78. If it is zero, there's no cost to you at all. **And there are no hidden fees.**

Over 5 million Capital One customers safeguard their credit with Payment Protection. To join them, just sign and return your attached Enrollment Form in the provided Capital One credit card payment envelope. You will receive your Payment Protection Addendum, including complete plan terms and conditions, in about two weeks.

Protect your credit and enjoy peace of mind — enroll in Payment Protection today.

Sincerely,

J. Alan Berson  
Senior Vice President, Capital One

P.S. The power of Payment Protection has never been more affordable. And now, when you enroll in Payment Protection, you can reap the savings and benefits of your **FREE** Pharmacy Gold Card program. Enroll now to protect your Capital One account and start enjoying healthy discounts!

16096M

Thank you for choosing

**Capital One**

Customer Relations:

(800) 955-7070

www.capitalone.com

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

201231

201231

**Payment Protection  
Enrollment Form**

*Please sign in black or blue ink only.  
Detach and return this form in your  
Capital One credit card payment envelope.*

KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712

Account # 5178-0524-4293-6445

☐ **YES!** I want the peace of mind that comes with  
Payment Protection.

**BONUS! Free Pharmacy Gold Card**

By signing below, I authorize you to enroll me in this program to safeguard my current Capital One® account. I understand that by enrolling, I will be charged \$0.89 per \$100 of my monthly statement balance, which will be billed to my Capital One credit card account. Please see reverse for Important Information.

Key Code: CWP-13  
File Code: 13CAPVR

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

### Pharmacy Gold Card

When you enroll in Payment Protection, you'll automatically receive your **FREE** Pharmacy Gold Card, which entitles you to:

- **Save up to 60%** on generic prescription drugs.
- **Save up to 20%** on name-brand prescription drugs, including lifestyle medications not covered by certain insurance plans.
- **Receive two FREE** additional Pharmacy Gold Cards for loved ones to use.
- **Shop virtually anywhere** — your Pharmacy Gold Card is accepted at over 40,000 locations nationwide. To find the location nearest you, just visit [www.PharmacyGoldCard.com](http://www.PharmacyGoldCard.com)!
- **Get answers** to medical questions for **FREE**, 24 hours a day, at the Nurse Helpline.

#### IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance, for up to 12 months, if you become involuntarily unemployed or are unable to work due to temporary disability. It also pays the entire balance, up to \$10,000, in the event of your death or permanent total disability. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

#### IMPORTANT INFORMATION ABOUT YOUR PHARMACY GOLD CARD

Your welcome kit for the Pharmacy Gold Card will arrive under separate cover within 2-3 weeks. Your membership in the Pharmacy Gold Card program will be effective as long as you are actively enrolled in this Payment Protection plan. Please enjoy your free membership courtesy of Payment Protection.

This program is not insurance.

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# Do you know what's on your credit report?

**CreditInform<sup>™</sup> empowers you to manage your credit.**

- Get a customized, easy-to-read credit report that includes your credit score.
- Receive detailed quarterly credit updates.
- See what influences your credit score with Credit Analyzer, an online interactive tool.
- Consult with Credit Education Specialists, toll free.

Approximately 27 million Americans—that's 1 in 8 adults—have had their identities stolen over the past five years. -CBS News, April 2004\*

**Risk-free for 30 days. Offer expires: 05-28-05.**

To respond to this special, limited-time offer, call 1-877-530-1023 and use reservation # 94446229 or simply complete this acceptance form and return it with your Capital One<sup>®</sup> card payment. Visit [www.mycreditinform.com](http://www.mycreditinform.com) for more information.

Call  
**1-877-530-1023**  
today to sign up for  
CreditInform and  
learn what's on  
your credit report.  
**When you call,  
mention your  
reservation #  
94446229**

**CreditInform<sup>™</sup>**  
powered by Capital One<sup>®</sup>

Get the information you need about the services you want for only \$4.99 a month. See back for details.

☒ **YES, I want to manage my credit with CreditInform.**

I authorize Capital One<sup>®</sup> to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product. I have read and agree with the important terms and disclosures on the back and authorize Intersections Inc., provider of CreditInform, to obtain my credit report and monitor my credit file at Equifax<sup>®</sup>.

Signature

Name (Please Print)

XXXXXXXX - XX - XX - XX

Please fill in the last four digits of your Social Security Number (Required)

KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712  
**94446229**

17588

**Capital One<sup>®</sup>**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

FEB 12 - MAR 11, 2005

Page 1 of 1

## Account Summary

Previous Balance	\$539.50
Payments, Credits and Adjustments	\$100.00
Transactions	\$93.57
Finance Charges	\$6.83
<b>New Balance</b>	<b>\$539.90</b>
Minimum Amount Due	\$39.90
Payment Due Date	April 11, 2005
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

## Payments, Credits and Adjustments

1	18 FEB	ELECTRONIC PAYMENT	\$100.00
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## Transactions

2	20 FEB	SUNOCO PHILA PA	\$23.38
3	22 FEB	TARGET 00014431 PHILADELPHIA PA	9.95
4	22 FEB	HECHT'S #86 K OF PRUSSIA PA	19.99
5	22 FEB	TLA VIDEO ART MUSEUM PHILADELPHIA PA	11.25
6	11 MAR	OVERLIMIT FEE	29.00

## At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Services  
P.O. Box 85147  
Richmond, VA 23276

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

## Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

## Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$369.99	.04125% P	16.15%	\$4.58
CASH	\$138.44	.05795% P	21.15%	\$2.25

ANNUAL PERCENTAGE RATE applied this period

17.51%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One<sup>®</sup>**

00000000 0 5178052442936445 11 0539900100000039906

New Balance **\$539.90**  
Minimum Amount Due **\$39.90**  
Payment Due Date April 11, 2005  
Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 85147  
Richmond, VA 23276



026676



#9007199534799519# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

# CreditInform puts the power of managing your credit in your hands.

When it comes to achieving your financial goals, there are few things as important as your credit. As a CreditInform member, you can monitor the accuracy of your credit file with a personalized, easy-to-read credit report from Equifax, a leading credit reporting agency.

## Enjoy exclusive benefits

Your report includes your credit score, explanations of what influences your score and personalized credit information. You'll also receive detailed quarterly credit updates online or via mail. And Credit Education Specialists are available to answer questions or help you resolve a dispute.

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I understand that Intersections Inc. cannot accept authorization from any other person other than the individual joining the service and confirm that I am requesting my own personal information and no other. I acknowledge that, to ensure continuous service, my membership will be automatically renewed at the current rate, unless I tell you to cancel. I understand that Intersections Inc. is authorized under contract with Equifax to serve the informational needs of consumers and assumes no liability for information contained in my credit file. I confirm that I am

## 30-day, risk-free trial period

Join CreditInform today and enjoy a 30-day, risk-free trial period. After that, your \$4.99 monthly membership fee will be automatically and conveniently billed to your Capital One® account unless you cancel.

To more effectively manage your credit  
with CreditInform, call 1-877-530-1023 today  
or sign and return this form.

at least 18 years of age. Note: We cannot process your order without your authorization.

For inquiries about this product or if you wish to bill a different credit card, please call 1-866-226-3745. By responding to this offer, you may be communicating information about yourself to the company that provides this product—for example, that you are a Capital One customer. The CreditInform service is available to only one cardholder per account.

The federal Fair Credit Reporting Act (FCRA) gives you specific rights, which are summarized below. You may have additional rights under state law. At any time, you may request and obtain your report from a consumer reporting agency. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identity theft or fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit reporting agencies and from some specialized consumer reporting agencies. You may request your report beginning on December 1, 2004, or on a later date, depending on where in the country you live.

Otherwise, the consumer reporting agency may impose a reasonable charge for this disclosure. For a reasonable charge, you may request your credit score from consumer reporting agencies that create and distribute scores used in residential real property loans and in some mortgage transactions receive credit score information for free.

The state of GA permits consumers to obtain two credit reports per credit reporting agency per year, free of charge. The states of MA, VT, CO, NJ, MD and ME permit consumers to obtain one credit report per credit reporting agency per year, free of charge. NOTICE TO IL RESIDENTS: MANY GOVERNMENT RECORDS ARE AVAILABLE FREE OR AT A NOMINAL COST FROM GOVERNMENT AGENCIES. CREDIT REPORTING AGENCIES ARE REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CREDIT RECORD UPON REQUEST, AT NO CHARGE OR FOR A NOMINAL FEE.

### 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Averaging Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have any fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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**Save 15%\*** on your next purchase when you use Promotion Code **CAP66**  
(See reverse for details)  
Save this code! Offer good all year long!

**Remember: Mother's Day is Sunday, May 14<sup>th</sup>**

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**Capital One**

 PLATINUM MASTERCARD ACCOUNT  
 5178-0524-4293-6445

 MAR 12 - APR 11, 2005  
 Page 1 of 1

**Account Summary**

Previous Balance	\$539.90
Payments, Credits and Adjustments	\$100.00
Transactions	\$89.96
Finance Charges	\$12.84
<b>New Balance</b>	<b>\$542.70</b>
Minimum Amount Due	\$42.70
Payment Due Date	May 11, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**

 To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

 Send payments to:  
 Attn: Remittance Processing  
 Capital One Bank  
 P.O. Box 790216  
 St. Louis, MO 63179-0216

 Send inquiries to:  
 Capital One Services  
 P.O. Box 85015  
 Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

1	17 MAR	ELECTRONIC PAYMENT	\$100.00-
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**Transactions**

2	18 MAR	CASH ADV. FRANKLINTOWN PHILADELPHIA PA	\$20.00
3	18 MAR	A & A AUTO PARTS ST 29 READING PA	30.93
4	23 MAR	ALLOFMP3.COM MOSCOW RUS	10.03
5	11 APR	OVERLIMIT FEE	29.00
6	11 APR	CASH ADVANCE FEE -- FINANCE CHARGE	5.00

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$355.16	0.4562% P	16.65%	\$5.02
CASH	\$153.14	.05932% P	21.65%	\$2.82

ANNUAL PERCENTAGE RATE applied this period

30.31%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

00000000 0 5178052442936445 11 0542700100000042704

New Balance	\$542.70
Minimum Amount Due	\$42.70
Payment Due Date	May 11, 2005
Total enclosed \$	[ ]
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

 Capital One Bank  
 P.O. Box 790216  
 St. Louis, MO 63179-0216

019937

 #9010299534799512# MAIL ID NUMBER  
 KEVIN C ROTKISKE  
 132 N MAIN ST  
 AMBLER PA 19002-5712

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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or Click [www.1800flowers.com](http://www.1800flowers.com) today!**

\*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability, delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited.

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#### 1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge: 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

#### 2. Average Daily Balance (Including New Purchases).

- Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

- Annual Percentage Rates (APR).**
  - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
  - If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
  - If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- Financing Your Account.** If a membership fee appears on the front of this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper debit or other item.

Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 38 of 61 003

**Special Capital One Cardholder Offer!**

**First 3 months half-price**

**\$4.97\***  
a month;  
\$9.95/mo. thereafter

**Now with FREE Accelerator**  
for the first 12 months\*-a \$60 value

**SIGN UP TODAY!**  
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A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

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**UNLIMITED INTERNET ACCESS**

## Capital One

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

APR 12 - MAY 11, 2005  
Page 1 of 1

### Account Summary

Previous Balance	\$542.70
Payments, Credits and Adjustments	\$100.00
Transactions	\$57.04
Finance Charges	\$7.44
<b>New Balance</b>	<b>\$507.18</b>
Minimum Amount Due	\$15.00
Payment Due Date	June 11, 2005
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

### Payments, Credits and Adjustments

1	19 APR	ELECTRONIC PAYMENT	\$100.00
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### Transactions

2	24 APR	MUSEUM MARKET PHILADELPHIA PA	\$4.69
3	28 APR	EXOTIC NUTRITION NEWPORT NEWS VA	52.35

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$339.34	.04562% P	16.65%	\$1.61
CASH	\$157.55	.05932% P	21.65%	\$2.80

ANNUAL PERCENTAGE RATE applied this period

18.22%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One

00000000 0 5178052442936445 11 0507180100000015000

**New Balance** \$507.18  
**Minimum Amount Due** \$15.00  
**Payment Due Date** June 11, 2005

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

019753

#9013299534799519# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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A better way to Internet.

**UNLIMITED  
INTERNET ACCESS**

**SIGN UP TODAY!**

**1-877-778-1207**

Mention Offer Code: GARNET

Or visit [www.peoplepc.com/go/garnet](http://www.peoplepc.com/go/garnet)

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\*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at any time. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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**1. How To Avoid A Finance Charge.**

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 40 of 61 003

Special Capital One Cardholder Offer!

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**\$4.97\***  
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Now with **FREE Accelerator**  
when you sign up for 12 months

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## Capital One

PLATINUM MASTERCARD ACCOUNT

MAY 12 - JUN 11, 2005

5178-0524-4293-6445

Page 1 of 1

### Account Summary

Previous Balance	\$507.18
Payments, Credits and Adjustments	\$100.00
Transactions	\$113.50
Finance Charges	\$12.63
<b>New Balance</b>	<b>\$533.31</b>
Minimum Amount Due	\$33.31
Payment Due Date	July 11, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

### Payments, Credits and Adjustments

1	17 MAY	ELECTRONIC PAYMENT	\$100.00-
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### Transactions

2	20 MAY	INTELIUS 425-4546200 WA	\$8.95
3	21 MAY	CASH ADV. 1456/325 N D PHILADELPHIA PA	61.75
4	31 MAY	AMAZON CAFE OF ARCH ST PHILADELPHIA PA	3.80
5	11 JUN	CAPITAL ONE MEMBER FEE	39.00
6	11 JUN	CASH ADVANCE FEE - FINANCE CHARGE	5.00

Capital One is proud to support The Heart of America® Foundation, helping children learn to read, succeed, and make a difference in the world. In 2003, we gathered nearly \$1 million worth of books for children in need. To learn more about how you can help a child make reading a lifelong passion, visit [www.heartofamerica.org](http://www.heartofamerica.org).

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$280.29	.04562% P	16.65%	\$3.96
CASH	\$199.84	.05932% P	21.65%	\$3.67

ANNUAL PERCENTAGE RATE applied this period

31.57%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One

00000000 0 5178052442936445 11 0533310100000033312

New Balance	\$533.31
Minimum Amount Due	\$33.31
Payment Due Date	July 11, 2005

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

019410

#9016399534799514# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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#### 1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to you unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

#### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

#### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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22406

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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Or apply online at [www.capitalonehomeloans.com](http://www.capitalonehomeloans.com)



\*Variable rate in effect as of 05/25/05. See reverse for additional important information.

**CapitalOne**

PLATINUM MASTERCARD ACCOUNT

JUN 12 - JUL 11, 2005

5178-0524-4293-6445

Page 1 of 1

**Account Summary**

Previous Balance	\$533.31
Payments, Credits and Adjustments	\$100.00
Transactions	\$63.68
Finance Charges	\$7.83

New Balance	\$504.82
Minimum Amount Due	\$15.00
Payment Due Date	August 11, 2005

Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

1	14 JUN	ELECTRONIC PAYMENT	\$100.00-
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**Transactions**

2	15 JUN	EL VEZ PHILADELPHIA PA	\$41.82
3	16 JUN	ECKERD DRUG #6374 PHILADELPHIA PA	12.50
4	21 JUN	SUBWAY #7636 PHILADELPHIA PA	9.36

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$280.49	.04630% P	16.90%	\$3.90
CASH	\$218.27	.06000% P	21.90%	\$3.93

ANNUAL PERCENTAGE RATE applied this period

19.10%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 5178052442936445 11 0504820100000015004

New Balance	\$504.82
Minimum Amount Due	\$15.00
Payment Due Date	August 11, 2005

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

027272

#9019399534799511# MAIL ID NUMBER  
KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Capital One Home Loans, LLC, Home Equity Line of Credit amounts range from \$15,000 up to \$500,000. Loans up to \$1,000,000 are possible. Loans are not available in AK, HI and TX. Maximum possible APR is 21% (lower in some states). Please call us for more details. No annual fee. For closing-cost-option programs: Closing costs as low as \$450 depending on loan size, property type and property location. Rates, programs and loan requirements vary from state to state and are subject to change. Additional restrictions may apply. This is not a commitment to lend.

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11R05 0 0100  
2/2/2016  
2-4067-0000

#### 1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charges.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

#### 2. Average Daily Balance (Including New Purchases).

a. **Finance charge** is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), now transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

#### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.


† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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- 🛡️ Smart Dialer
- 🛡️ Phisher Security
- 🛡️ Internet Call Waiting

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**Capital One®**

**Account Summary**

Previous Balance	\$504.82
Payments, Credits and Adjustments	\$100.00
Transactions	\$88.28
Finance Charges	\$18.16
<b>New Balance</b>	<b>\$511.26</b>
Minimum Amount Due	\$15.00
Payment Due Date	September 10, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

PLATINUM MASTERCARD ACCOUNT

5178-0524-4293-6445

JUL 12 - AUG 11, 2005

Page 1 of 1

**Payments, Credits and Adjustments**

1	26 JUL	ELECTRONIC PAYMENT	\$100.00
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**Transactions**

2	28 JUL	24 SEVEN FOOD MART PHILADELPHIA PA	\$5.24
3	28 JUL	WHOLE FOODS MARKET/SIA PHILADELPHIA PA	13.04
4	28 JUL	CASH ADV. 707 ARCH STR PHILADELPHIA PA	10.00
5	29 JUL	CASH ADV. 707 ARCH STR PHILADELPHIA PA	60.00
6	11 AUG	CASH ADVANCE FEE -- FINANCE CHARGE	10.00

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

2786/TM

**Finance Charges**

*Please see reverse side for important information*

	<i>Balance rate applied to</i>	<i>Periodic rate</i>	<i>Corresponding APR</i>	<b>FINANCE CHARGE</b>
PURCHASES	\$243.93	.04630% P	16.90%	\$3.50
CASH	\$250.74	.06000% P	21.90%	\$4.66

**ANNUAL PERCENTAGE RATE** applied this period **44.05%**

**Capital One®**

0000000 0 5178052442936445 11 0511260100000015004

**New Balance** \$511.26

**Minimum Amount Due** \$15.00

**Payment Due Date** September 10, 2005

**Total enclosed** \$

**Account Number:** 5178-0524-4293-6445

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

027857

#9022499534799514# MAIL ID NUMBER

KEVIN C ROTKISKE  
132 N MAIN ST  
AMBLER PA 19002-5712

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For questions, call toll-free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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### 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charges on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charges.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your account agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 9 a.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Special Capital One Cardholder Offer!

First 3 months half-price

**\$4.97**  
a month; \$9.95/mo. thereafter\*

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- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

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## Capital One

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

AUG 12 - SEP 11, 2005  
Page 1 of 1

### Account Summary

Previous Balance	\$511.26
Payments, Credits and Adjustments	\$100.00
Transactions	\$88.86
Finance Charges	\$8.56
<b>New Balance</b>	<b>\$508.68</b>
Minimum Amount Due	\$15.00
Payment Due Date	October 12, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

### Payments, Credits and Adjustments

1	23 AUG	ELECTRONIC PAYMENT	\$100.00-
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### Transactions

2	12 AUG	MUSEUM MARKET PHILADELPHIA PA	\$4.69
3	15 AUG	OVERLIMIT FEE	29.00
4	24 AUG	GOLDEN CHOPSTICK PHILADELPHIA PA	9.63
5	25 AUG	24 SEVEN FOOD MART PHILADELPHIA PA	8.50
6	27 AUG	24 SEVEN FOOD MART PHILADELPHIA PA	5.24
7	27 AUG	MUSEUM MARKET PHILADELPHIA PA	5.88
8	28 AUG	MUSEUM MARKET PHILADELPHIA PA	9.38
9	29 AUG	MUSEUM MARKET PHILADELPHIA PA	4.69
10	30 AUG	24 SEVEN FOOD MART PHILADELPHIA PA	8.50
11	01 SEP	MUSEUM MARKET PHILADELPHIA PA	3.35

### Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to [capitalone.com](http://capitalone.com) where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$217.80	.04630% P	16.90%	\$3.13
CASH	\$291.99	.06000% P	21.90%	\$5.43

ANNUAL PERCENTAGE RATE applied this period

19.77%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

## Capital One

00000000 0 5178052442936445 11 0508680100000015008

New Balance \$508.68  
Minimum Amount Due \$15.00  
Payment Due Date October 12, 2005  
Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address

#9025499534799511# MAIL ID NUMBER  
KEVIN C ROTKISKE  
1801 BUTTOWNWOOD ST  
APT 309  
PHILADELPHIA PA 19130-3947

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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**1-877-778-1207**

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\*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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#### 1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

#### 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

#### 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month of January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

#### BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and you check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

The Deal You've Been Waiting For...

**FREE MOTOROLA RAZR V3**

after rebate and 2-year service agreement

- > **FREE\* Wireless Camera Phone**
- > **BONUS Free Bluetooth® Headset (\$60 Value)**
- > **FREE Shipping & Handling**


 cingular  
raising the bar.™


 WIREFLY  
The Wireless Superstore

**ACT NOW**  
**Limited Time Offer**  
 for Capital One®  
 Cardholders
**CapitalOne**
 PLATINUM MASTERCARD ACCOUNT  
 5178-0524-4293-6445

 SEP 12 - OCT 12, 2005  
 Page 1 of 1
**Account Summary**

Previous Balance	\$508.68
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$8.94

New Balance	\$575.62
Minimum Amount Due	\$75.62
Payment Due Date	November 12, 2005

Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**
 To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

 Send payments to:  
 Attn: Remittance Processing  
 Capital One Bank  
 P.O. Box 790216  
 St. Louis, MO 63179-0216

 Send inquiries to:  
 Capital One  
 P.O. Box 30285  
 SLC, UT 84130-0285
**Payments, Credits and Adjustments**

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

**Transactions**

1	12 OCT	OVERLIMIT FEE	\$29.00
2	12 OCT	PAST DUE FEE	29.00

 We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 10/12/2005 because your minimum payment was not received by the due date of 10/12/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Important Account Information**
 Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to [capitalone.com](http://capitalone.com) where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!
**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$221.68	.04836% P	17.65%	\$3.32
CASH	\$292.24	.06205% P	22.65%	\$5.62

ANNUAL PERCENTAGE RATE applied this period

20.48%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**


0000000 0 5178052442936445 12 0575620100000075624

New Balance	\$575.62
Minimum Amount Due	\$75.62
Payment Due Date	November 12, 2005


 Total enclosed \$   
 Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

 Capital One Bank  
 P.O. Box 790216  
 St. Louis, MO 63179-0216  


026463

 #9028699534799513# MAIL ID NUMBER  
 KEVIN C ROTKISKE  
 1801 BUTTONWOOD ST  
 APT 309  
 PHILADELPHIA PA 19130-3947  


Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

**FREE\* RAZR V3**

after rebate and 2-year service agreement

**Motorola RAZR V3 phone includes:**

- > Digital Zoom Camera
- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

**Cingular Wireless Plans include:**

- > Unlimited Mobile to Mobile
  - > FREE Nationwide Long Distance
  - > No Roaming Charges
  - > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

Order Today! Call 1-800-973-0691

Or Visit [www.wirefly.com/capitalone](http://www.wirefly.com/capitalone)

\* Phone free after mail-in rebate. This offer is fulfilled by InPhonic Inc., an authorized dealer for Cingular Wireless. Offer subject to credit approval or deposit, and is available to customers activating a new line of service on a two year contract with Cingular Wireless. Not all US markets are served by Cingular Wireless. If you are not in a Cingular Wireless area you will receive another great offer from another major wireless company. Other restrictions apply, see full offer for details. Offer Expires November 30, 2005. Offer may vary. Cingular, the graphic icon, Rollover and FamilyTalk are registered trademarks of Cingular Wireless, LLC. Raising The Bar and the graphic icon are service marks of Cingular Wireless, LLC. Cingular Wireless and the Cingular Wireless logo are trademarks or registered trademarks of Cingular Wireless LLC. © 2005 Cingular Wireless, LLC. All rights reserved.

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**1. How To Avoid A Finance Charge.**

† **a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

**b. Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† **c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† **d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

**a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**

**b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month January, April, July and October.**

**c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

**4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**†, ‡ Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**Your account is temporarily suspended from future charges and cash advances due to its past due status.**

**A good credit rating can help you get credit cards, a cell phone or even a job.**

**We can help restore your charging privileges:**

- Use our **free Check by Phone** service by calling 1-800-955-6600.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the remittance coupon below.

ACCOUNT STATUS FOR:  
KEVIN C ROTKISKE

**PAST DUE!**

**TEMPORARILY  
SUSPENDED**

**Capital One** | what's in your wallet?

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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042-0605

**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

OCT 13 - NOV 12, 2005  
Page 1 of 1

**Account Summary**

Previous Balance	\$575.62
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$9.98
<b>New Balance</b>	<b>\$643.60</b>
Minimum Amount Due	\$143.60
Payment Due Date	December 12, 2005
Total Credit Line	\$500
Total Available Credit	\$0.00
Credit Line for Cash	\$500
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

**Transactions**

1	12 NOV	OVERLIMIT FEE	\$29.00
2	12 NOV	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 11/12/2005 because your minimum payment was not received by the due date of 11/12/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$283.44	.048369% P	17.65%	\$4.25
CASH	\$297.91	.062059% P	22.65%	\$5.73

**ANNUAL PERCENTAGE RATE applied this period** **20.21%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

00000000 0 5178052442936445 12 0643600100000143604

New Balance	\$643.60
Minimum Amount Due	\$143.60
Payment Due Date	December 12, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

09560

#9031799534799516# MAIL ID NUMBER  
KEVIN C ROTKISKE  
1801 BUTTONWOOD ST  
APT 309  
PHILADELPHIA PA 19130-3947

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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25580M  
-3416-

# 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3 mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### 1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**Your account is temporarily suspended from future charges and cash advances due to its past due status.**

**A good credit rating can help you get credit cards, a cell phone or even a job.**

**We can help restore your charging privileges:**

- Use our **free Check by Phone** service by calling **1-800-955-6600**.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at **www.capitalone.com**.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:  
KEVIN C ROTKISKE

**PAST DUE!**

**TEMPORARILY  
SUSPENDED**

Capital One® what's in your wallet?

042-0605

**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

NOV 13 - DEC 12, 2005  
Page 1 of 1

#### Account Summary

Previous Balance	\$643.60
Payments, Credits and Adjustments	\$ .00
Transactions	\$29.00
Finance Charges	\$13.84

New Balance	\$686.44
Minimum Amount Due	\$186.44
Payment Due Date	January 12, 2006

Total Credit Line	\$500
Total Available Credit	\$ .00
Credit Line for Cash	\$500
Available Credit for Cash	\$ .00

#### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

#### Payments, Credits and Adjustments

##### Transactions

1	12 DEC	PAST DUE FEE	\$29.00
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As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please go to [www.capitalone.com](http://www.capitalone.com) and access your account to request your Year-End Summary online or call 1-877-794-4487 before January 31, 2006, to reserve your copy. Orders will be mailed out by the end of February 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

**\*\*Important Notice\*\*** Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$29.00 on 12/12/2005 because your minimum payment was not received by the due date of 12/12/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

#### Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

#### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$346.26	.07096%	25.90%	\$7.37
CASH	\$303.99	.07096%	25.90%	\$6.47

ANNUAL PERCENTAGE RATE applied this period **25.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 5178052442936445 12 0686440100000186442

New Balance	\$686.44
Minimum Amount Due	\$186.44
Payment Due Date	January 12, 2006

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

#9034799534799513# MAIL ID NUMBER  
KEVIN C ROTKISKE  
1801 BUTTONWOOD ST  
APT 309  
PHILADELPHIA PA 19130-3947

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

12R05 0100  
24428M  
24-6**1. How To Avoid A Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

**d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

**periodic rate.** To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

**a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**

**b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**

**c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

**4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**

**(In Case Of Errors Or Questions About Your Bill)**

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**†, ‡ Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

**† Does not apply to consumer non-credit card accounts**

**‡ Does not apply to business non credit card accounts**

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

**Important Notice:**

**Your account is still suspended and your credit is at risk.**

**We want to help. To see what you can do to restore your charging privileges, take action now:**

- Call us at 1-800-955-6600 for a payment solution that fits your needs.
- Use our free Check by Phone service by calling the number above.
- If you have online account access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the payment coupon below.

ACCOUNT STATUS FOR:  
KEVIN C ROTKISKE

**OVER 90 DAYS  
PAST DUE!**

CALL FOR  
HELP

**Capital One**  
what's in your wallet?

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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043-0404

**Capital One**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

DEC 13, 2005 - JAN 12, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$686.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$15.26
<b>New Balance</b>	<b>\$730.70</b>
Minimum Amount Due	\$230.70
Payment Due Date	February 11, 2006
<b>Total Credit Line</b>	<b>\$500</b>
<b>Total Available Credit</b>	<b>\$0.00</b>
<b>Credit Line for Cash</b>	<b>\$500</b>
<b>Available Credit for Cash</b>	<b>\$0.00</b>

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments****Transactions**

1	12 JAN	PAST DUE FEE	\$29.00
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This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 17.65%V, cash advance A.P.R. = 22.65%V and special transfer A.P.R. = 17.65%V. If the A.P.R. is followed by "V," then your corresponding A.P.R. is a variable rate.

You were assessed a past due fee of \$29.00 on 01/12/2006 because your minimum payment was not received by the due date of 01/12/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$383.15	.07096%	25.90%	\$8.43
CASH	\$310.64	.07096%	25.90%	\$6.83

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 0 5178052442936445 12 0730700100000230708

New Balance	\$730.70
Minimum Amount Due	\$230.70
Payment Due Date	February 11, 2006

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

010100

#9001399534799511# MAIL ID NUMBER  
KEVIN C ROTKISKE  
1801 BUTTOWOOD ST  
APT 309  
PHILADELPHIA PA 19130-3947

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

1234567890100  
10100M  
2-6

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance". In accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for if your new balance was zero or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not assess any fees without prior notification to you or without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to contact the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**Your account is temporarily suspended from future charges and cash advances due to its past due status.**

**A good credit rating can help you get credit cards, a cell phone or even a job.**

**We can help restore your charging privileges:**

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the remittance coupon below.

ACCOUNT STATUS FOR:  
KEVIN C ROTKISKE

**PAST DUE !**

TEMPORARILY  
SUSPENDED

Capital One® what's in your wallet?

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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042-0605

**Capital One®**

PLATINUM MASTERCARD ACCOUNT  
5178-0524-4293-6445

JAN 13 - FEB 12, 2006  
Page 1 of 1

**Account Summary**

Previous Balance	\$730.70
Payments, Credits and Adjustments	\$ .00
Transactions	\$29.00
Finance Charges	\$16.25
<b>New Balance</b>	<b>\$775.95</b>
Minimum Amount Due	\$275.95
Payment Due Date	March 11, 2006
Total Credit Line	\$500
Total Available Credit	\$ .00
Credit Line for Cash	\$500
Available Credit for Cash	\$ .00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payments to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

**Transactions**

1	12 FEB	PAST DUE FEE	\$29.00
---	--------	--------------	---------

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please go to [www.capitalone.com](http://www.capitalone.com) and access your account to request your Year-End Summary online or call 1-877-794-4487 before March 31, 2006, to reserve your copy. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/12/2006 because your minimum payment was not received by the due date of 02/11/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$420.98	.070969%	25.90%	\$9.26
CASH	\$317.54	.070969%	25.90%	\$6.99

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One®**

0000000 0 5178052442936445 12 0775950100000275952

New Balance	\$775.95
Minimum Amount Due	\$275.95
Payment Due Date	March 11, 2006

Total enclosed \$   
Account Number: 5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

#9004399534799518# MAIL ID NUMBER  
KEVIN C ROTKISKE  
1801 BUTTONWOOD ST  
APT 309  
PHILADELPHIA PA 19130-3947

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

022732

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

12RDE 0 0100  
2/2/13 AM  
2**1. How To Avoid A Finance Charge.**

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates [APR].**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3 mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account as a check(s), you authorize us to make a one time electronic transfer debit from your bank account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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**BILLING RIGHTS SUMMARY**

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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† Does not apply to consumer non-credit card accounts

† Does not apply to business non credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

## EXHIBIT B



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Louis J. Presenza, President Judge Patricia R. McDermott, Deputy Court Administrator

C4

# SC-09-01-06-3327

<b>Petitioner/Plaintiff:</b> Capital One Bank, N.A. c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle Rock Avenue Roseland, NJ 07068		<b>Hearing Date:</b> 03/05/2009
<b>Respondent/Defendant:</b> KEVIN C ROTKISKE 733 NORTH 17TH STREET APARTMENT 2N PHILADELPHIA, PA 19130		<b>Defendant #:</b> 1099804 <b>Courtroom/Time:</b> 4A 01:00 PM

**Notice of Intent to Defend:** Yes - Paul KLEMM

**AFFIDAVIT OF SERVICE**

1) I served Frances on 12/09 at 9:15 A.M.

2) Location of Service Address 733 North 17th St. Apt 2N

3) ☒ at home ☐ place of business ☐ other

(fill in one box)

☐ Defendant personally served.

☐ Adult family member with whom said Defendant(s) reside(s).

☒ Adult in charge of Defendant(s) residence.

☐ Adult in charge of Defendant(s) residence who refuses to give name or relationship.

☐ Manager/Clerk of Place of Lodging In Which Defendant(s) Reside(s).

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other \_\_\_\_\_

Name Frances Title/Relationship Adult in charge

Age 41 Height 5'6" Weight 150 lbs Race White Sex Female

**AFFIDAVIT OF NO SERVICE**

1)        /        /       , at       ,       .M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

2)        /        /       , at       ,       .M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

3)        /        /       , at       ,       .M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

If Other \_\_\_\_\_

(Explanation)

I VERIFY that: 1) I am a competent adult over the age of eighteen, 2) I am not a party to this action, not an employee of a party in the action or of an attorney to the action, and 3) that all of the statements made herein are true and correct and I acknowledge that I am subject to the penalties of 18 PA C.S. §4904 relating to Unsworn Falsification to Authorities.

Signature of Server

Print or Type:

Name of Server:

Address:

Phone Number:

56-10/03/01



10003-839674-10-d1

## EXHIBIT C



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

# SC-09-01-06-3327

Capital One Bank, N.A. c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle Rock Avenue Roseland, NJ 07068	KEVIN C ROTKISKE 733 NORTH 17TH STREET APARTMENT 2N PHILADELPHIA, PA 19130
<i>Plaintiff</i>	<i>Defendant(s)</i>

Paul KLEMM

**Plaintiff/Attorney**

**Attorney #** 092125

**Address &  
Phone**

425 Eagle Rock Avenue  
Roseland, NJ 07068

## ORDER

**AND NOW**, to wit this 5th day of March, 2009, upon consideration of the above captioned complaint, it is hereby ordered and decreed that the above captioned case be marked as follows:

Judgment for Plaintiff by Default. Judgment in the amount of \$867.75, plus \$250.14 Interest, plus \$64.50 Costs for a Total Amount due of \$1,182.39.

**BY THE COURT:**

*Marsha H. Neifield*

M.B.

J.